

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

WORLD SHIP SUPPLY, INC.

Plaintiff,

VS

M.V. RAGUVA

Defendant.

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CIVIL ACTION NO.
Rule 9(h) - Admiralty

VERIFIED COMPLAINT

World Ship Supply, Inc. ("WSS") file its Verified Complaint respectfully avers as follows:

I.
JURISDICTION

1. This is an admiralty and maritime law claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction exists pursuant to the admiralty and maritime jurisdiction of the United States courts as codified in 28 U.S.C. §1333.

II.
THE PARTIES

2. Plaintiff, WSS, is a Louisiana corporation, with its principal places of business located in New Orleans, Louisiana. WSS supplied necessary goods to the M.V. RAGUVA while that vessel was in the ports of Mobile, Alabama and Houston, Texas in July and August, 2013.

III.

3. The defendant *in rem* is the vessel, the M.V. RAGUVA, IMO. No. 8908844, which currently is or will be in this district at the Port of Houston, Berth No. 13 Woodhouse Grain.

IV.

4. With respect to the defendant *in rem*, the M.V. RAGUVA, this is a Complaint *in rem* with a prayer for process and maritime arrest pursuant to Rule C of the Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure (“Supplemental Rules”).

V.

THE CONTRACT FOR SHIP SUPPLIES SERVICES

5. The M.V. RAGUVA, by and through its agent and/or charterer LISCO-LITHUANIA RAGOVA Shipping Co. contacted WSS in order to secure various supplies and necessities from WSS for the M.V. RAGUVA while it was in port in Mobile, Alabama and Houston, Texas. The invoices for those necessities are attached hereto, *in globo*, as Exhibit “A.”

VI.

6. WSS provided the supplies and necessities to the M.V. RAGUVA while the vessel was in Mobile and Houston for which they issued invoices that are now post due and totaling \$13,006.85. WSS has contacted the vessel’s principals and agents for payment of these expenses to no avail. The balance of \$13,006.85 remains outstanding and owed to WSS for supplies and necessities sold to the M.V. RAGUVA.

VII.

ALLEGATIONS IN SUPPORT OF RULE C ARREST

7. Because of the ship owner’s or agent’s failure to satisfy the invoices sent by WSS for supplies and necessities provided to the M.V. RAGUVA in the amount of \$13,006.85 WSS is, pursuant to their terms of sale, owed an additional amount of 1 1/2% per month after 45 days

from each invoice plus attorney's fees and \$10,000.00 minimum expenses in addition to attorneys' fees.

VIII.

8. Because of the ship owner's or agents' actions and/or omissions, WSS continues to suffer damages and requests all applicable judicial interest be applied to the outstanding balance owed by the vessel owner and/or agent on behalf of the vessel.

IX.

9. Accordingly, WSS seeks to execute on their possessory maritime lien, pursuant to Supplemental Rule C of the Federal Rules of Civil Procedure.

WHEREFORE, plaintiff prays:

1. That process according to the practice of this Court issue against the Defendant;
2. That this Court enter judgment against the defendant, for the amount of plaintiffs' damages, together with interest, costs and attorney's fees;
3. That pursuant to Supplemental Rule C of the Federal Rules of Civil Procedure, a warrant for the arrest of the M.V. RAGUVA be issued, and that all persons claiming any interest therein may be cited to appear and answer this matter;
4. That judgment may be entered in favor of plaintiffs for the amount of their claim, with interest, costs and attorney's fees, and that the M.V. RAGUVA may be condemned and sold to pay same if necessary; and
5. That Plaintiff be granted such other and further relief as the Court may deem just and proper.

Respectfully submitted,

/s/ James T. Bailey

James T. Bailey

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